

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

ELI KALKSTEIN,

Plaintiff,

v.

COLLECTO, INC. d/b/a EOS CCA,

Defendant.

NO. 2:13-cv-02621-JFB-GRB

**ANSWER TO FIRST  
AMENDED COMPLAINT**

The defendant, Collecto, Inc. d/b/a EOS CCA, by and through the undersigned counsel, for its Answer to First Amended Complaint herein, hereby denies each and every averment, except as expressly stated below, as follows:

1. Admits that plaintiff files this purported claim under the FDCPA, denies liability thereunder and otherwise denies the allegations of this Paragraph 1.

2. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations of this Paragraph 2 and therefore leaves the plaintiff to his proof.

3. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations of this Paragraph 3 and therefore leaves the plaintiff to his proof.

4. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations of this Paragraph 4 and therefore leaves the plaintiff to his proof.

5. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of this Paragraph 5 and therefore leaves the plaintiff to his proof.

6. Admits.

7. Admits that defendant sometimes acts as a debt collector as defined under the FDCPA but denies knowledge and information as to whether the defendant so acted with respect to this plaintiff, and therefore leaves the plaintiff to his proof.

8. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations of this Paragraph 8 and therefore leaves the plaintiff to his proof.

9. Denies.

10. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations of this Paragraph 10 and therefore leaves the plaintiff to his proof.

11. Denies.

12. Admits that NY Tech claims amounts due and owing from the Plaintiff, at least part of which is believed to be attributable to tuition charges.

13. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations of this Paragraph 13 and therefore leaves the plaintiff to his proof.

14. Admits that NY Tech hired defendant to collect amount due from the Plaintiff, and others and denies knowledge or information sufficient to form a

belief as to the truth of the remaining allegations of this Paragraph 14 and therefore leaves the plaintiff to his proof.

15. Admits.

16. Denies as stated, and refers to the letter for the content thereof.

17. Denies as stated, and refers to the letter for the content thereof.

18. Denies as stated, and refers to the letter for the content thereof.

19. Denies.

20. Denies.

21. Denies.

22. Denies.

23. Admits that the text of Exhibit A comes from a template that is also used to prepare other letters and otherwise denies the allegations of this Paragraph 23.

24. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations of this Paragraph 24 and therefore leaves the plaintiff to his proof.

25. Denies.

26. Denies.

27. Denies.

28. Denies.

29. Denies.

30. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations of this Paragraph 30 and therefore leaves the plaintiff to his proof.

31. Admits that this Paragraph purports to define a class, but denies that the class definition or class treatment is appropriate.

32. This Paragraph states a mere legal conclusion that does not require a response. To the extent a response is required, denies that this paragraph correctly or completely states the relevant law.

33. Defendant repeats and re-alleges the answers to Paragraph 1 through 32 of the Complaint as its answer to this Paragraph 33 as though fully set forth herein.

34. Denies.

35. Denies.

36. Denies.

37. Denies.

38. Denies.

39. Denies.

40. Denies.

41. Denies.

42. Denies.

**FIRST AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred, in whole or in part, because the Complaint fails to state a claim upon which relief may be granted.

**SECOND AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred to the extent that any violation of the FDCPA was unintentional, resulting from a bona fide error notwithstanding the maintenance of procedures reasonably adapted to avoid such error.

WHEREFORE, the defendant requests that the plaintiff's Complaint be dismissed with prejudice and the court grant defendant such other relief as may be required by the interests of justice, including without limitation, costs of defense and a reasonable attorney's fee.

Date: October 10, 2013

THE DEFENDANT  
COLLECTO, INC.

By: \_\_\_\_\_/s/  
Jonathan D. Elliot

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Its Attorneys

**CERTIFICATE OF SERVICE**

I hereby certify that on October 10, 2013, a copy of the foregoing was filed electronically. Notice of this filing will be sent by e-mail to all parties by operation of the Court's electronic filing system [or by mail to anyone unable to accept electronic filing]. Parties may access this filing through the Court's system.

\_\_\_\_\_  
/s/  
Jonathan D. Elliot